

Property – buildings (adult education and learning)

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Building contract	A standard JCT minor or intermediate contract which you are required to take out in joint names with the contractor , or any other building contract agreed by us .
Contractor	The building contractor named in the building contract .
Contract works	The building works in progress and finished building works, at the insured premises , for which you are legally responsible under the terms of a building contract . The following are not included within this definition: - any property which existed prior to the commencement of the building contract; - any building works for which a certificate of completion has been issued; - any finished building works which are occupied by you for the purposes of your activities.
Rent receivable	Rent that you cannot legally recover from your tenants while the buildings or any part are unusable as a result of damage insured by any property section of this policy.
Site materials	Unfixed materials and goods required to complete the contract works which are stored at or adjacent to the insured premises or at a temporary storage site , and for which you are legally responsible under the terms of a building contract . The following are not included within this definition: - cash, bank and currency notes, cheques, postal orders, money orders, stamps and certificates; - aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers; - electrical or mechanical plant, tools or equipment.
Temporary storage site	A locked building, secure shipping container or secure gated compound within the United Kingdom owned or rented by you or the contractor for the purpose of temporarily storing site materials .

What is covered	We will insure you against damage occurring during the period of insurance to insured buildings or any other items specified under this section in the schedule.
Additional cover	The following are also provided up to the amount stated in the schedule:
Trace and access	1. we will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage , leakage or escape first occurs during the period of insurance . We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	2. we will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.
Loss prevention costs	3. we will pay for necessary and reasonable costs that you incur to protect the buildings from imminent insured damage occurring during the period of insurance .

Additions to buildings	4. we will pay for damage occurring during the period of insurance to any additions or improvements to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Contract works and site materials	5. we will pay for damage caused by: a. fire, lightning, earthquake or explosion; b. storm or flood; c. escape of oil or water from any storage tank, equipment or piping; d. impact by aircraft or other aerial device; e. riot or civil commotion other than in Northern Ireland; f. any other peril required under the terms of a building contract not excluded by What is not covered below; to contract works and site materials occurring during the period of insurance, however we will not make any payment if the total value of all contracts relating to the same project of building works at the insured premises exceeds the amount insured for contract works and site materials shown in the schedule.
Inadvertent omissions	6. having notified us of the intention to insure all buildings in which you have an interest and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy . This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property .
Selling the buildings	7. if you are selling the buildings , this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy .
Trees, shrubs and plants	8. we will pay for damage occurring during the period of insurance to trees, shrubs or plants at the insured premises , which are owned by you or for which you are legally responsible, as a result of fire or explosion.
Discharge of oil	9. we will pay the necessary and reasonable additional costs and expenses you incur with our consent to clean and decontaminate the land at the insured premises following accidental discharge of oil from any oil fired heating appliance or storage tank, including connected pipework, occurring during the period of insurance .
Solar panels	10. we will pay for: a. the loss of the feed-in tariff and export tariff you would have received; and b. the increase in your electricity bill; as a direct result of damage to any solar panels covered under this section. We will pay for the period beginning on the date of the damage until the solar panels are repaired or replaced but for no longer than six months.
Removal of debris	11. we will pay the necessary and reasonable costs and expenses you incur for clearance of the debris of buildings from the insured premises or the area immediately adjacent following damage covered under this section.
Fly tipping	12. we will pay the necessary and reasonable costs and expenses you incur to remove items which have been illegally dumped at the insured premises without your permission during the period of insurance .

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;

- c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the **insured premises**;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
 - j. **storm** or **flood** to gates or fences.
 - k. any **virus**.
2. **damage** to any **equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
 3. **damage** to **contract works** or **site materials** caused by the **contractor** during the course of any building works.
 3. misuse, faulty workmanship, defective design or the use of faulty materials.
 4. the cost of maintenance or routine redecoration.
 5. any indirect losses which result from the incident which caused **you** to claim.
 6.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
 7. the amount of the **excess**.
 8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.
- If there is any dispute between **you** and **us** over the application of 8a or 8b above, it will be for **you** to show that the clause does not apply.

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless amended below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- b. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- c. the fees of architects, surveyors or consulting engineers;
- d. clearing, cleaning and repairing drains, gutters, sewers and the like on the **insured premises** which are blocked or damaged.

We will not pay for the cost of preparing a claim.

Special rebuilding conditions	You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.
Inflationary provision cover	Provided that you advise us of the rebuilding value of the buildings at the beginning of each period of insurance, the amount insured will be automatically increased by an additional percentage to take account of any inflationary increases over both the period of insurance and the period needed to rebuild or repair the buildings. Your schedule will show if inflationary provision cover applies and the additional percentage amount.
Under insurance	If, at the time of damage, we establish that: 1. the amount insured; or 2. the declared amount, where you have selected a first loss limit which is stated on the schedule; does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, we will reduce the amount we pay for any claim or loss in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the actual cost of reinstatement. We will only apply this calculation if: 1. we establish that the values declared to us are less than 85% of the actual reinstatement cost; and 2. we establish that your failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of your obligation to: a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the reinstatement cost of the buildings, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy. This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If your failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.
Index linking	If you decide to renew this policy with us, we will automatically adjust the amount insured or declared amount, as appropriate, for buildings for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.

Your obligations

If any damage occurs	We will not make any payment under this section unless you: 1. notify us promptly of any damage or illegal dumping of items which might be covered; 2. report to the police, as soon as is reasonably possible, any damage arising from theft,
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arson, riot, civil commotion or any malicious act, and obtain a crime reference from them;

3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be left unoccupied or will not be used for more than 30 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £250,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Cleaning and use of extraction ducting

In respect of any extraction ducting and related equipment at the **insured premises**, **you** must ensure that all:

- a. extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
- b. extraction hoods, ducts, extractors and plenums are professionally cleaned by a qualified independent contractor at least once every six months, or more frequently where recommended by the contractor, and a record of such cleaning is retained by **you**.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Deep fat frying

In respect of any deep fat frying equipment, other than table top fryers, at the **insured premises**, **you** must ensure that:

1. all deep fat frying equipment is:
 - a. fitted with a thermostat to prevent the temperature of oil and fat rising above 210 degrees centigrade or the manufacturers' recommended temperature, whichever is lower;
 - b. fitted with a non-resetting high temperature limit control which shuts off the heat source if the temperature of oil or fat exceeds 230 degrees centigrade;
 - c. fitted with an automatic cut-out arranged to cut off the heat source power and extraction system in the event of failure of the thermostat;
 - d. securely fixed and free from contact with combustible material;
 - e. operated and maintained in accordance with the manufacturers' instructions and recommendations; and
 - f. only ever connected to the power or gas supply by qualified contractors;
2. a fire blanket is situated in the cooking area in such a position where it can be safely reached in the event of fire; and
3. a Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

You must:

1. ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.
2. ensure that all fire alarms, security systems and physical protections notified to **us** are regularly serviced under contract by a reputable company at least annually.
3. advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.